

## TERMINATION OF MEMORANDUM OF LEASE

Unit Premises #05-69  
Southhaven, MS

THIS TERMINATION OF MEMORANDUM OF LEASE made and entered into this 13<sup>th</sup> day of July, 2004, by and between **FAYETTE FUNDING, LIMITED PARTNERSHIP**, a Delaware limited partnership, with a mailing address of c/o ML Leasing Equipment Corp., Four World Financial Center, New York, New York 10080 ("Lessor"), and **ASHLAND INC.**, a Kentucky corporation, successor in interest to Valvoline Instant Oil Change, Inc., with a mailing address of P.O. Box 14000, Lexington, Kentucky 40512 ("Lessee").

### WITNESSETH:

**WHEREAS**, Lessor and Lessee entered into a certain Second Amended, Restated and Consolidated Lease Agreement dated as of November 14, 1995 ("Lease"), pursuant to which Lessor leases unto Lessee certain tracts of land including, without limitation, that certain tract or parcel of land situated at the address commonly known as 160 West Goodman Road, Southhaven, DeSoto Co., Mississippi, together with the buildings and other improvements located thereon, and being more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises");

**WHEREAS**, to provide notice of such lease of the Premises, a Memorandum of Lease Agreement was recorded August 12, 1992, in Deed Book 63, Page 479, in the Office of the DeSoto County Chancery Clerk;

**WHEREAS**, the Lease has been terminated, subject to the conditions set forth herein, and Lessor and Lessee hereby desire to evidence the termination thereof by executing and delivering this Termination, terminating the Memorandum of Lease.

**NOW, THEREFORE**, for and in consideration of the mutual benefits to be derived herefrom, the parties do hereby covenant and agree as follows:

1. Effective as of the date hereof, the Memorandum of Lease is terminated.

2. Notwithstanding the foregoing, the Lessee shall continue to remain liable with respect to its obligations under Section 32(a) of the Lease.
3. This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns.
4. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**LESSOR:**

**FAYETTE FUNDING, LIMITED  
PARTNERSHIP, a Delaware limited  
partnership, by Fayette Capital, Inc., its  
General Partner**

By: Natalya Ambinder  
NATALYA Ambinder  
Vice President

Attest:

By: Sunil R. Shah  
Sunil R. Shah, DVP.

**LESSEE:**

**ASHLAND INC.**

By: Samuel J. Mitchell, Jr.  
Samuel J. Mitchell, Jr.  
Its: Vice President

Attest:

By: J. Michael  
J. Michael  
Asst. Secretary

STATE OF NEW YORK )

COUNTY OF NEW YORK )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13 day of July, 2004, within my jurisdiction, the within named Natalya Andinder, duly identified before me, who acknowledged that (s)he is Vice President of Fayette Capital, Inc., a Delaware corporation and general partner of Fayette Funding, Limited Partnership and that for and on behalf of said corporation, and its act and deed, (s)he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

  
Notary Public

My Commission Expires:

BERARD M. HAUGH

NOTARY PUBLIC, State of New York

No. 01HA5020017


Qualified in Orange County

Commission Expires Nov. 2, 2005

(Affix official seal)

STATE OF Kentucky )COUNTY OF Fayette )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of June, 2004, within my jurisdiction, the within named Samuel J. Mitchell, Jr, duly identified before me, who acknowledged that (s)he is Vice President of Ashland, Inc., a Kentucky corporation and that for and on behalf of said corporation, and its act and deed, (s)he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

  
Notary Public

My Commission Expires:

Wanda Sue Priode

My Commission Expires August 10, 2005

(Affix official seal)



MS 923-033-0039 #05-69 Term of Memo of Use

This Document Prepared By:

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Grantor's Name:

Fayette Funding, Limited Partnership

c/o ML Leasing Equipment Corp.

Four World Financial Center

New York, NY 10080

Telephone: (212) 294-6676

Telephone: N/A

Grantee's Name:

Ashland, Inc.

3499 Blazer Parkway

Lexington, KY 40509

Telephone: (859) 357-7655

Telephone: N/A

**EXHIBIT A  
TO  
TERMINATION OF MEMORANDUM OF LEASE**

**Legal Description:**

#05-69

"AS BUILT" FINAL SURVEY OF A 0.40 ACRE (17,461 SQUARE FEET), MORE OR LESS, TRACT OF LAND KNOWN AS LOT 4B OF DIVISION OF LOT 4 OF THE MOORE 5-LOT SUBDIVISION IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 8 WEST, IN THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, AS SHOWN BY THE PLAT APPEARING OF RECORD IN PLAT BOOK 40, PAGE 29, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A "COTTON PICKER SPINDLE" (FOUND) AT THE ACCEPTED SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAID POINT BEING THE PRESENT CENTERLINE INTERSECTION OF AIRWAYS BOULEVARD AND GOODMAN ROAD; THENCE SOUTH 89 DEGREES 27 MINUTES 36 SECONDS WEST ALONG THE CENTERLINE OF GOODMAN ROAD FOR A DISTANCE OF 777.98 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 45.00 FEET TO A FOUND IRON PIN BEING LOCATED ON THE NORTH RIGHT OF WAY LINE OF GOODMAN ROAD, SAID IRON PIN BEING ALSO THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND; THENCE NORTH 89 DEGREES 27 MINUTES 36 SECONDS EAST ALONG THE SAME SAID NORTH LINE OF GOODMAN ROAD FOR A DISTANCE OF 75.00 FEET TO A FOUND IRON PIN; THENCE NORTH 00 DEGREE 00 MINUTES 34 SECONDS WEST WITH THE WEST LINE OF LOT 4A OF SAME SAID SUBDIVISION FOR A DISTANCE OF 232.47 FEET TO A FOUND IRON PIN; THENCE SOUTH 89 DEGREES 59 MINUTES 04 SECONDS WEST WITH THE SOUTH LINE OF LOT 5 OF FIRST REVISION TO LOTS 1, 4, & 5 OF MOORE 5-LOT SUBDIVISION FOR A DISTANCE OF 75.00 FEET TO A FOUND IRON PIN; THENCE SOUTH 00 DEGREES 00 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF 302 INDUSTRIAL PARK SUBDIVISION, 2nd REVISION, FOR A DISTANCE OF 233.16 FEET TO THE TRUE POINT OF BEGINNING CONTAINING 0.40 ACRES (17,461 SQUARE FEET), MORE OR LESS, BEING SUBJECT TO ALL CODES, REGULATIONS AND RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD.

DIVISION OF LOT 4 OF MOORE 5-LOT SUBDIVISION IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 8 WEST, IN THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, AS SHOWN BY THE PLAT APPEARING OF RECORD IN PLAT BOOK 40, PAGE 29, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.